

Agenda of Special Meeting

The Board of Trustees Waco Independent School District

A Special Meeting of the Board of Trustees of Waco Independent School District will be held December 7, 2017, beginning at 6:00 PM in the WISD Conference Center, 115 S 5th Street, Waco, Texas.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice.

- I. CALL TO ORDER
- II. ESTABLISHMENT OF QUORUM
- III. CLOSED MEETING
 - A. Texas Government Code Chapter 551
 - 1. 551.074 Discussion on duties and responsibilities of the Superintendent
 - 2. 551.074 Personnel Matters
 - 3. 551.072 Real Estate
- IV. AUDIENCE FOR GUESTS
- V. DISCUSSION AND UPDATES
 - A. Presentation and discussion on Lone Star Governance Continuous Improvement including an update on Waco ISD's Gifted and Talented Program 3
 - B. Update on class waivers 11
 - C. Reports and discussions on Board Member Committees 13
 - D. Update on Improvement Required (IR) Campuses 15
- VI. DISCUSSION AND POSSIBLE ACTION ON DECEMBER 7, 2017
 - A. Discussion and possible action to approve a resolution to cast votes in the McLennan County Appraisal District Board of Directors election 16
- VII. DISCUSSION AND POSSIBLE ACTION FOR THE CONSENT AGENDA ON DECEMBER 14, 2017
 - A. Discussion and possible action to approve speaking services provided by the Superintendent to other entities pursuant to Education Code Section 11.201(e) 21
 - B. Discussion and possible action to approve amendments to the 2017-2018 budget 22

C. Discussion and possible action to approve the job order contract for kitchen equipment repair services	24
D. Discussion and possible action to approve an amended Memorandum of Understanding between the City of Waco, McLennan County and the Waco Independent School District in respect to the management, maintenance, and sale of property bid off as a result of a foreclosure	29
E. Discussion and possible action to approve BED (Local) update	41
F. Discussion and possible action to approve Early Notice of Resignation Incentive Option	44

VIII. ADJOURNMENT

If, during the course of the meeting, the Board may lawfully conduct a closed meeting as to all or part of any item on the agenda, then, if the Board chooses to conduct a closed meeting on such agenda item, it shall do so in accordance with applicable law, including the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). The Board shall not conduct a closed meeting unless a quorum of the Board first convenes in an open meeting for which proper notice has been given. Before any closed meeting is conducted, the presiding officer will publicly identify the section or sections of the Open Meetings Act or other applicable law authorizing the closed meeting. All final votes, actions, or decisions regarding any matter deliberated in a closed meeting shall only be taken in open meeting for which proper notice has been given. [See BEC(LEGAL).]

Waco Independent School District
Board of Trustees Meeting Agenda Item

Date: December 7, 2017

Contact Person: Dr. Scott McClanahan

RE: Presentation and discussion on Lone Star Governance Continuous Improvement including an update on Waco ISD's Gifted and Talented Program

=====

The next steps the Board needs to take in implementation of the Lone Star Governance model are to:

1. Review of the Gifted and Talented program. This presentation will review the status of the Gifted and Talented program in Waco Independent School district, covering the numbers of students served, nomination and appeal procedures, timelines for testing, and accomplishments of the program.
2. Receive updated time tracker information.

Fiscal Implications: None

Administration Recommendation(s): Report only

Advanced Academics G/T Update



Screening, Assessment, and Identification Procedures

❑ Fall 2015 Non-Verbal Reasoning Screener

- Second-fifth grade students on all campuses (except Lake Air, Hillcrest and Mountainview due to already high identification levels)
- 3,924 students tested; 6.22% qualified

❑ First Grade CogAT Screener

- 2015-2016: 1191 student tested; 5% qualified
- 2016-2017: 1228 students tested; 7.25% qualified
- 2017-2018: will be offered in May 2018

❑ Nominations

- 2016-2017: 254 total students nominated; 11.8% identified
- 2017-2018: 202 students nominated; decisions currently pending



WISD Nomination Process

Process

- Nomination and qualitative data received
- Phase 1 Testing: Naglieri Nonverbal Reasoning and Torrance Test of Creative Thinking
- Phase 1 Recommendations for Phase 2 Testing /A.R.E.
- Phase 2 Testing: IOWA Test of Basic Skills
- Phase 2 Recommendations for Identification/ A.R.E.
- Notification to Campus and Parents



Nomination Windows

Nomination Windows

- Fall: September 1 - October 31, 2017
- Spring: November 1, 2017 - February 28, 2018
- Kindergarten: January 2 - January 31, 2018
- Communicated to parents through campuses, on website, during informational meeting at the beginning of each year, at Meet the Teacher nights.
- Out-of-district students new to WISD are tested upon enrollment upon request.

To meet Exemplary program status, WISD maintains an open nomination window.



Appeal Process

- ❑ 2016-2017 Appeal Request accepted if received from the parent within 10 days of the decision notification
- ❑ 2017-2018 Appeal Request expanded to include Parents, Teachers, Counselors, Administrators, or Student to appeal the decision on behalf of the student.
 - Appeal must provide evidence that the student's knowledge, skills, & abilities are superior to those demonstrated and measured during the initial testing.
 - The A.R.E. committee may accept additional documentation for identification
 - The A.R.E. committee may request Phase 3 Testing for final determination.
 - Student can be re-nominated the following school year, if the appeal fails to provide a preponderance of evidence of giftedness.



Current Elementary Gifted Population



<i>Subgroup</i>	2017-2018	2016-2017	2015-2016
Asian	1.1%	1.1%	1.3%
Black	15.0%	12.3%	16.0%
White	22.1%	24.5%	25.4%
Two or More	1.8%	1.9%	1.5%
Hispanic	72.9%	58.4%	53.29%
Low Socioeconomic	73.4%	83.8%	
Total K-5 Students in Waco ISD	6,869	7,079	7,210
Total identified K-5 Gifted Students	380	462	394
% of Identified Elementary Students	5.5%	6.5%	5.5%

Elementary Gifted and Talented Enrichment Services



	2017-2018	2016-2017	2015-2016
Service Design	Enrichment Pullout	Enrichment Pullout	Cluster Grouping with ANCHOR Time
Frequency	3 Hours Per Week Provided by G/T Specialists *4.5 G/T Specialists	3 Hours Per Week Provided by G/T Specialists *5 G/T Specialists	1 Hour Per Day Provided by Campus 4x a week
Instructional Components	5 components: <ul style="list-style-type: none"> • Divergent/Convergent Thinking • Research • Journey Time/Inside Out • Advanced Vocabulary • <i>Mind Missions</i> 	3 components: <ul style="list-style-type: none"> • Research • Social-Emotional Learning • Creative Problem Solving 	1 component: <ul style="list-style-type: none"> • Student self-directed project-based learning

Current Secondary Gifted Population



Subgroup	2017-2018	2016-2017	2015-2016
Asian	<1%	<1%	<1%
Black	15.2%	16.7%	19.3%
White	17.4%	17.0%	15.8%
Two or More	1.7%	1.5%	1.9%
Hispanic	65.1%	64.1%	62.4%
Low Socioeconomic	72.2%	73.4%	
Total 6-12 Students in Waco ISD	8,198	6,898	6,714
Total Identified 6-12 Gifted Students	1,023	1,086	1,049
% of Identified Secondary Students	12.5%	15.7%	15.6%

ATLAS Academy



- ❑ Current Enrollment 318 Students
 - 6th Grade- 103; 7th grade 108; 8th grade 107
- ❑ Accomplishments
 - History Fair; students advanced to Nationals 2 years in a row
 - 2016 National History Fair Winner, Harper Hoover
 - Waco ISD 2017 Secondary Teacher of the Year, James Villa
 - Demonstrations of research-based differentiation strategies, such as Flipped Classrooms and Flexible Seating
 - 10 students with perfect scores on one or more 2017 STAAR tests
 - Leadership in UIL, Fine Arts, and Athletics
 - Winner of the 2017 Region 12 Technology Innovation Grant for Drone mini-course
 - Increasing enrollment of students from out-of-district, charter, and private schools

High School Gifted and Talented Services



2-Tiered Model: Opportunities for Acceleration & Recognition

College Credit while serving Academic & Creative/Artistic Giftedness:

- ❑ Advanced Placement Program
 - Academic Giftedness: Biology, Chemistry, Calculus, Statistics, English Language, English Literature, Human Geography, World History, US History, Psychology, European History, US Government, Comparative Government, Spanish Language, Spanish Literature, German Language, French Language, Computer Science Principles, Research
 - Creative/Artistic Giftedness
 - Studio Art Drawing, Studio Art 2D, Studio Art 3D, Music Theory
- ❑ ACCELERATE Early Degree Program & Dual Credit courses
- ❑ Extra-curricular Opportunities
 - Serving Academic and Leadership Giftedness - UIL Academics, Mock Trial, Debate, Academic Decathlon, Texas High School Aerospace Scholars

Board Time Use Tracker
(LSG Framework Accountability 1)

Meeting Date	% Time Spent on S Outcome Goals
03-23-17	19%
04-20-17	56%
04-27-17	43%
05-11-17	0%
05-18-17	31%
05-25-17	3%
06-15-17	3%
06-22-17	23%
07-20-17	7%
08-24-17	68%
08-31-17	14%
09-21-17	75%
09-26-17	56%
9-28-17	38%
10-19-17	70%
10-26-17	55%
11-16-17	77%
11-30-17	53%

Does Not Meet Focus:

Of total minutes spent in Board-authorized public meetings, fewer than **25 percent** are invested in progress monitoring of the Board's student outcome goals

Meets Focus:

Of total minutes spent in Board-authorized public meetings, no fewer than **25 percent** are invested in progress monitoring of the Board's student outcome goals

Masters Focus:

Of total minutes spent in Board-authorized public meetings, no fewer than **50 percent** are invested in progress monitoring of the Board's student outcome goals

Board Time Use Tracker - Identification Chart

Date of meeting: November 30, 2017

Framework	Activity	Minutes Used	% of Total Minutes Used	Notes
Vision 1	Student Outcome Goal Setting		0%	
Vision 2	Student Outcome Goal Monitoring	48	53%	Student outcomes related to discipline and attendance with students served by the Baylor Bear Project. Possible consideration for edits to progress measures.
Vision 3	Constraints Setting		0%	
Vision 4	Constraints Monitoring		0%	
Accountability 1	Superintendent Evaluation		0%	
Accountability 2	Board Self-Evaluation		0%	
Structure	Voting	7	0%	Consent agenda discussion
Advocacy 1	Community Engagement	30	0%	
Advocacy 2	Student/Family Engagement		0%	
Advocacy 3	Community Training		0%	
Other	Other		0%	
Total Vision-focused Minutes		48	53%	
Total Minutes		90		

From: "Crabill, A.J." <[mailto:A.J.Crabill@tea.texas.gov]A.J.Crabill@tea.texas.gov>

Subject: Re: Time tracker

If the workshop is to provide background on a specific board item, I'd associate it with **voting**. If it's to inform/educate about a broader area, I would use **other**. If it is to set goals/GPMs I'd associate it with **goal setting** and so forth.

In short: it can go whichever way the content of the session determines. But if the session is to add context for a specific board item that's up for a vote, I'd count it as an extension of voting.

Time Tracker: does not include closed session.

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: December 7, 2017

Contact Person: Yolanda Williams

RE: Update on class waivers

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Background Information:

At the beginning of the school year, each school district in Texas is required to review its class size enrollment to determine whether its class sizes for grades kindergarten (K) through four meet the requirements of TEC §25.112. As a District of Innovation, Waco is exempt from requirements of TEC 25.112 after the first six weeks of instruction. WISD central office administrators work with the campus principal and the teacher(s) to determine if a class exceeding 22 to 1 should be divided or allowed to exceed the TEC limit. Attached is a copy of the classes by campus and grade level that exceed the TEC limit.

Fiscal Implications:

None

Administrative Recommendations:

For report only.

K-4 Classes That Exceed the 22:1 Ratio

Campus Name	Reason(s)	K	1st	2nd	3rd	4th	K-4th
Cedar Ridge				1			1
Provident Heights Elementary			1				1
West Avenue Elementary		2		1			3

1 Second Grade @ 23

1 Biligual 1st Grade @ 24

1 Kindergarten @ 24

1 Kindergarten/First @ 23

1 Second Grade @ 23

Total K	Total 1st	Total 2nd	Total 3rd	Total 4th	Total K-4th
2	1	2	0	0	5

Waco Independent School District
Board of Trustees Meeting Agenda Item

Date: December 7, 2017

Contact Person: Dr. Marcus Nelson

RE: Reports and discussions on Board Member Committees

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Background Information:

Board members are provided links to minutes of Board committees attended by fellow Board members. This month there were no submissions.

Fiscal Implications:
None

Administration Recommendation(s):
For report only.

Existing Board Committees

City Center Waco

Angela Tekell

CIS Board

Cary DuPuy

Leadership Forum (sponsored by Cooper Foundation)

Pat Atkins

A. Marcus Nelson

Intergovernmental Committee

All Board Members

A. Marcus Nelson

Community Justice Council

Cary DuPuy

Audit Committee

Pat Atkins

Allen Sykes

Norman Manning

TASB Delegate Assembly

Norman Manning (Representative)

Pat Atkins (Alternate)

Prosper Waco Leadership Board

Pat Atkins

A. Marcus Nelson

GWAMA Business Advisory Board

Cary DuPuy

Tax Increment Financing (TIF) Board

A. Marcus Nelson

Public Improvement District (PID) Board

A. Marcus Nelson

McLennan County Appraisal District Board of Directors

Allen Sykes

WISD Education Foundation Board

Allen Sykes

A. Marcus Nelson

Adopt-A-School Advisory Board

Pat Atkins

Allen Sykes

A. Marcus Nelson

AVANCE Board of Directors

Stephanie Korteweg

Community Loan Center

Stephanie Korteweg

10/17

Waco Independent School District
Board of Trustees Meeting Agenda Item

Date: November 30, 2017

Contact Person: Dr. A. Marcus Nelson

RE: Update on Improvement Required (IR) Campuses

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Background Information:

Superintendent Dr. A. Marcus Nelson will give Board of Trustees an update on IR Campuses.

Fiscal Implications:

None

Administration Recommendation(s):

For report only.

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: December 7, 2017

Contact Person: S. Davis

**RE: Discussion and possible action to approve a resolution to cast votes
in the McLennan County Appraisal District Board of Directors election**

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Background Information:

In compliance with Section 6.03 of the State Property Tax Code, the McLennan County Appraisal District's (MCAD) Chief Appraiser, Andrew J. Hahn, has calculated that the Waco Independent School District is entitled to cast a total of 940 votes in the election of the five-member Board of Directors of the MCAD. Elected members will serve from January 1, 2018 through December 31, 2019.

Attached is correspondence from the Chief Appraiser, a copy of the votes calculation, the blank ballot listing the names of the seven candidates who have been nominated by the various taxing entities, and the resolution to cast the vote. Mathematically, a candidate receiving 834 votes or more is ensured of a position.

Ballots must be returned to the MCAD before December 15, 2017.

Fiscal Implications:

None.

Administrative Recommendation(s):

The Administration will provide the Board of Trustees with any additional voting information available and make a recommendation the night of the Board meeting.

October 16, 2017

Dear Entity Official:

Enclosed, please find the official ballot on which to cast your vote for the five (5) member Board of Directors of the McLennan County Appraisal District (2018-2019 term). You may cast all of your votes for one candidate or distribute them amongst any number of candidates. After casting your unit's votes via written resolution, you must return the ballot and resolution to Andrew J. Hahn, Jr., Chief Appraiser, before December 15, 2017. Ballots received or post marked after December 14, 2017, cannot be counted.

I will notify you of the election results before December 31, 2017. If you have any further questions concerning this matter, please do not hesitate to contact me.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Andrew J. Hahn, Jr.", with a stylized flourish at the end.

Andrew J, Hahn, Jr., RPA, RTA
Chief Appraiser

AH/eobrate

**MCLENNAN COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS
ALLOWABLE VOTES BY ENTITY**

TAXING UNIT	2017 TAX LEVY	PERCENT OF TOTAL LEVY	CALCULATED 2018-2019 TERM VOTES
SCHOOL DISTRICTS			
AXTELL ISD	1,447,149.20	0.348461%	17
BOSQUEVILLE ISD	2,343,022.36	0.564180%	28
BRUCEVILLE-EDDY ISD	1,964,355.33	0.473000%	24
CHINA SPRING ISD	10,956,892.93	2.638328%	132
CONNALLY ISD	9,053,594.91	2.180030%	109
CRAWFORD ISD	2,189,293.76	0.527164%	26
GHOLSON ISD	478,132.52	0.115130%	6
HALLSBURG ISD	875,323.87	0.210771%	11
LA VEGA ISD	11,330,382.54	2.728261%	136
LORENA ISD	7,333,799.14	1.765917%	88
MART ISD	965,876.41	0.232575%	12
McGREGOR ISD	5,568,046.15	1.340739%	67
MIDWAY ISD	64,076,499.88	15.429085%	771
MOODY ISD	1,525,293.14	0.367278%	18
OGELSBY ISD	8,859.10	0.002133%	0
RIESEL ISD	5,886,210.67	1.417350%	71
ROBINSON ISD	8,975,428.50	2.161208%	108
VALLEY MILLS ISD	797,685.44	0.192076%	10
WACO ISD	78,101,112.61	18.806095%	940
WEST ISD	5,364,627.00	1.291757%	65
COUNTY			
MCLENNAN COUNTY	77,922,770	18.763151%	938
CITIES			
BELLMEAD	1,263,258.16	0.304182%	15
BEVERLY HILLS	476,399.60	0.114713%	6
BRUCEVILLE-EDDY	326,720.40	0.078672%	4
CRAWFORD	233,899.91	0.056321%	3
GHOLSON	80,851.37	0.019468%	1
HALLSBURG	14,441.21	0.003477%	0
HEWITT	4,535,108.30	1.092016%	55
LACY-LAKEVIEW	1,189,972.38	0.286535%	14
LEROY	33,513.29	0.008070%	0
LORENA	659,446.28	0.158789%	8
MART	413,715.98	0.099619%	5
McGREGOR	2,144,748.23	0.516437%	26
MOODY	297,538.50	0.071645%	4
RIESEL	209,544.15	0.050456%	3
ROBINSON	3,887,190.30	0.936003%	47
VALLEY MILLS	5,102.99	0.001229%	0
WACO	71,497,920.76	17.216101%	861
WEST	1,029,456.17	0.247884%	12
WOODWAY	5,030,898.49	1.211398%	61
MCLENNAN COMMUNITY COLLEGE	24,802,734.77	5.972291%	299
TOTAL	415,296,817	100%	5,000

Waco Independent School District

**RESOLUTION OF VOTES CAST TO ELECT DIRECTORS FOR THE MCLENNAN
COUNTY APPRAISAL DISTRICT FOR THE YEARS 2016-2017**

WHEREAS, Section 6.03 (k) of the Texas Property Tax Code, requires that each taxing unit entitled to vote cast their vote by Resolution and submit results of that vote to the Chief Appraiser of the McLennan County Appraisal District by December 15, 2017.

THEREFORE, the Waco Independent School District Board of Trustees submits the attached Official Ballot, as issued by the Chief Appraiser, stating the vote for candidates for the election of the Board of Directors for the McLennan County Appraisal District for 2018-2019.

ACTION TAKEN this 7th day of December, 2017, in the Regular School Board Meeting of the Waco Independent School District, as authorized under Section 6.03 of the Texas Property Tax Code, for the purpose of casting votes to elect the Board of Directors of the McLennan County Appraisal District.

Pat Atkins, Board President

ATTEST:

Norman Manning, Secretary

STATE OF TEXAS §
COUNTY OF McLENNAN §

TAXING UNIT NO.

OFFICIAL BALLOT

SELECTION OF FIVE (5) MEMBERS FOR THE BOARD OF DIRECTORS
OF THE McLENNAN COUNTY APPRAISAL DISTRICT

ENTER THE NUMBER OF VOTES, IN THE SQUARE(S) ADJACENT TO THE NAME OF THE CANDIDATE(S), INDICATING THE NUMBER OF VOTES YOU WISH TO CAST FOR EACH CANDIDATE. YOU MAY CAST ALL OF YOUR ALLOTTED VOTES FOR ONE CANDIDATE OR DISTRIBUTE THEM AMONGST ANY NUMBER OF CANDIDATES. PLEASE VERIFY THAT THE TOTAL NUMBER OF VOTES CAST MATCH THE ENTITLED NUMBER OF VOTES ALLOWED FOR YOUR TAXING UNIT, WHICH IS LISTED ON THE SPREADSHEET INCLUDED IN THE DELIVERY METHOD OF THIS BALLOT. BALLOTS SUBMITTED IN WHICH THE NUMBER OF VOTES CAST EXCEEDS THE NUMBER OF ENTITLED VOTES, CANNOT BE COUNTED.

NUMBER OF VOTES NOMINEE

<input type="text"/>	TIMOTHY HOLTKAMP
<input type="text"/>	STEVE JANICS
<input type="text"/>	JOHN KINNAIRD
<input type="text"/>	TOM PAGEL
<input type="text"/>	BEN PERRY
<input type="text"/>	ALLEN SYKES
<input type="text"/>	MILDRED WATKINS

**BALLOT AND RESOLUTION MUST BE RETURNED TO
ANDREW J. HAHN, JR., CHIEF APPRAISER, BEFORE DECEMBER 15, 2017. BALLOTS RECEIVED OR
POSTMARKED AFTER DECEMBER 14, 2017, CANNOT BE COUNTED.**

Waco Independent School District

Board of Trustees Meeting Agenda Item

Date: December 7/14, 2017

Contact Person: Dr. A. Marcus Nelson

RE: Discussion and possible action to approve speaking services provided by the Superintendent to other entities pursuant to Education Code Section 11.201(e)

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Background Information:

The Superintendent has disclosed to the Board his previous consulting relationships with vendors who have or may do business with the District. The Superintendent may serve as a consultant or undertake speaking engagements, or other professional duties and obligations (referred to collectively herein as “Consulting Services”) that do not conflict or interfere with the Superintendent’s professional responsibilities to the District. The Superintendent will not miss more than ten (10) District Business days per contract year relating to Consulting Services. Consultation provided by the Superintendent under the terms and conditions of the paragraph must be consistent with state and federal law, including Texas Education Code Section 11.201(e). The Superintendent shall keep the Board apprised of all outside speaking engagements.

Texas Education Code Section 11.201 (a) and (e)

(a) The superintendent is the educational leader and the chief executive officer of the school district...(e) The superintendent of a school district may not receive any financial benefit for personal services performed by the superintendent for any business entity that conducts or solicits business with the district. Any financial benefit received by the superintendent for performing personal services for any other entity, including a school district, open-enrollment charter school, regional education service center, or public or private institution of higher education, must be approved by the board of trustees on a case-by-case basis in an open meeting. For purposes of this subsection, the receipt of reimbursement for a reasonable expense is not considered a financial benefit.

2017 Calendar:

January 13, 2018, The Martin Luther King Jr. Celebration Committee of Brazoria Committee (MLKCC)

Fiscal Implications:

None

Administration Recommendations:

The Administration recommends that the Board of Trustees approve the request.

Waco Independent School District
Board of Trustee Meeting Agenda Item

Date: December 7/14, 2017

Contact Person: David Cartwright

RE: Discussion and possible action to approve amendments to the 2017-2018 budget

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Background Information:

The Texas Education Agency has established additional requirements for school district budget preparation. As part of these requirements, a school district must amend the official budget before exceeding a functional expenditure category, i.e., instruction, administration, etc., in the total district budget. Attached are copies of the proposed amendments to the Official Budget identifying details of the requests. The following summarizes the effect of these amendments by functional category.

Summary:

Amendment #011: Advanced Academic Department

This amendment will reallocate budgeted funds for staff development salaries and benefits to counseling for salaries and benefits. The adjustment is required to appropriately reclassify the budget to the proper expenditure codes per TEA accounting guidelines.

		<u>TEA Code Function Description</u>
Source of Funds:	\$55,684.00	Staff Development expenditure function
Use of Funds:	\$55,684.00	Counseling expenditure function
Fund Balance Effect	None	

Fiscal Implications:

There is no effect on fund balance.

Administrative Recommendation(s):

The administration recommends that the Board of Trustees approve the budget amendments, as presented.

011

DATE: 11/29/2017

0.00


CHIEF FINANCIAL OFFICER

Revised 10/2017

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: December 7/14, 2017

Contact Person: S. Trotts/C. Reece

RE: Discussion and possible action to approve the job order contract for kitchen equipment repair services

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Background Information:

Request for Proposals, Job Order Contract (JOC) 17-1092, have been opened and evaluated for the purpose of awarding a contractor to provide repairs to kitchen equipment throughout the District on an as needed basis. We received two bids for this service. After evaluating the bid responses, the Child Nutrition department recommends Restaurant Equipment Supply Company (RESCO) be awarded as the primary vendor and TD Industries be awarded as the additional vendor.

This bid will expire December 14, 2018, with three (3) additional one (1) year renewal options.

A pricing worksheet and evaluation scoresheets are attached for your review

Fiscal Implications:

The cost of this service will be charged to the contracted services budget in the National School Breakfast and Lunch fund, as appropriate.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the job order contract bid award for kitchen equipment repair services to RESCO as the primary vendor and TD Industries as the additional vendor for projects between \$5,000 and \$125,000, as presented.

JOC 17-1092
Kitchen Equipment Repair Services
Pricing Worksheet

Proposers	Restaurant Equipment Supply Company	TD Industries
Status:	LOC	
Hourly Labor Rate	\$ 60.00	\$ 85.50
Materials Mark-up	35%	35%

RESCO = \$60.00 = 45 points

TD Industries = $\$60.00 / \$85.50 = .70175\% * 45 = 31.58$ points

Combined Evaluation Scoresheet
JOC # 17-1092
Kitchen Equipment Repair Services

Evaluator's Name	Restaurant Equipment Supply Company	TD Industries
Cliff Reece	92.00	71.58
Teresa Koch	92.00	56.58
Total # of Points	184.00	128.16
Average Score	92.00	64.08
Rank	1	2

Evaluation Criteria:	Max Points	Restaurant Equipment Supply Company	TD Industries
Price:	45	45.00	31.58
Experience and Reputation:			
Ø Experience doing business with Waco ISD	5	5.00	0.00
Ø Experience doing this type of business	25	22.00	25.00
Ø Experience doing business with other school districts	10	7.00	0.00
Quality of Goods and Services:			
Ø Based on external references	15	13.00	15.00
Total:	100	92.00	71.58

Evaluated By: Clifford Reece Food Service Director

11/27/2017



Notes:

67 years experience	71 years experience
2 school district references besides long history with Waco ISD	0 school district references provided
Excellent references from 2 of 3 references. One long and one short partnership.	Excellent references from 2 of 3 references. Two very long partnerships.

Evaluation Criteria:	Max Points	Restaurant Equipment Supply Company	TD Industries
Price:	45	45.00	31.58
Experience and Reputation:			
Ø Experience doing business with Waco ISD	5	5.00	0
Ø Experience doing this type of business	25	21	15
Ø Experience doing business with other school districts	10	9	0
Quality of Goods and Services:			
Ø Based on external references	15	12	10
Total:	100	92.00	56.58

Evaluated By: Teresa Korb, CVS Compliance Specialist

Teresa Korb 11-27-17

Waco Independent School District

Board of Trustee Meeting Agenda Item

Date: December 7/14, 2017

Contact Person: S. Davis

RE: Discussion and possible action to approve an amended Memorandum of Understanding between the City of Waco, McLennan County and the Waco Independent School District in respect to the management, maintenance, and sale of property bid off as a result of a foreclosure

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Background Information:

On February 28, 2013, the Board of Trustees approved a written agreement, in the form of a Memorandum of Understanding (MOU), between the City of Waco, McLennan County, and the Waco Independent School District. The purpose of the MOU was to set forth the agreement between the taxing entities with respect to the management, maintenance, and sale of property that has been bid off as a result of a foreclosure of the taxes owed.

The original agreement was effective for the term March 1, 2013 through September 30, 2018. The revisions to the agreement re-establish the minimum sales price by a newly defined "Sales Program" that changes the procedures by which a taxing entity may purchase a foreclosed property. As a result, final approval of the sale by the taxing entities has also changed.

The newly defined "Sales Program" includes minimum sales pricing for the following categories of sale:

- Taxing entities purchase,
- Targeted housing development,
- Affordable housing development by a CHDO,
- Direct sale of non-buildable property,
- Direct sale of buildable property,
- Bid sale, and
- Constable tax-resale.

The City will send a list and a property location map of any properties to which the Taxing Entities are a party to the tax foreclosed lawsuit. The Taxing Entities will have 60 days to determine if the taxing entity would like to purchase the property.

If a property is sold pursuant to the agreement, the conveyance of the property will occur upon execution of the deed after approval of the sale by the City Council without further approval of the County or the Waco ISD.

These proposed revisions have previously been presented and discussed at the October 18, 2017 Intergovernmental Relations Committee.

The term of the revised agreement is effective October 1, 2017 through September 30, 2020. A copy of the agreement and explanatory memorandum is provided in the agenda.

Fiscal Implications:

There is no cost associated with this agreement.

Administrative Recommendation(s):

The Administration recommends that the Board of Trustees approve the memorandum of understanding between the City of Waco, McLennan County, and the Waco Independent School District in respect to the management, maintenance, and sale of property bid off as a result of a foreclosure, as presented.



Planning Services
P.O. Box 2570
Waco, Texas 76702-2570
(254) 750-5672
Fax: (254) 750-1605
www.waco-texas.com

To: City of Waco City Council, Waco Independent School District and McLennan County
From: Kendra Anderson, Property Manager
Date: October 18, 2017
Subject: Revised Memo: Sale of Tax Foreclosed Property

Current	Proposed
<i>After approval by the City governing body and execution of the deed, the deed will be delivered to WISD to be executed or rejected within 30 days. If WISD approved the sale and executes the deed, the City will forward the deed to McLennan County for execution or formally reject the sale and return the deed within 30 days”</i>	The Taxing Entities authorize the Waco City Manager to execute the Tax Resale Deed on their behalf so long as the sale: 1. follows the policies and procedures in the MOU; and 2. is approved by the Waco City Council in an open public meeting
<u>TAXING ENTITY PROGRAM</u>	
	<u>Taxing Entities Program</u> 1. Consideration in first 60 days from the date list sent to taxing entities. 2. Sales price \$10.00 and government use
<u>TARGETED HOUSING DEVELOPMENT</u>	
	1. Consideration by committee of City staff during days 61-90. 2. Properties located in non-CDBG areas or in North and East Waco that may be held for a period of two years by the City for affordable, single-family or multi-family housing development by the City on its behalf or on behalf of a Qualified Builder 3. Property Sold by a Request for Proposal (RFP). The Bid must contain: a. Greater of \$500 or court costs. b. Proposed development plan

Current	Proposed
<u>AFFORDABLE HOUSING PROGRAM</u>	
<u>Housing Lot Sale Program</u> Property Manager can send buildable lots to the Housing Department, if lots are not sold within 90 days the property manager can request the lots be returned to the property manager. Price is \$100 or Court Cost, whichever is higher. <u>Pre-Approved builders</u> who build a quality affordable house for owner-occupants, with no income limitations; 1. reverter clause; 2. construction must begin within 90 days and complete house within 9 months; 3. City may waive all city fees and permits 4. City's Loan Committee has final approval on all properties sold through the Housing Program	<u>Certified CHDOs</u> Consideration beginning on Day 121 to submit an offer to purchase for affordable housing development. Must submit \$500 or court costs whichever is higher. Must complete construction in 2 years.
<u>Beginning on Day 180</u>	
<u>DIRECT SALE PROGRAM</u>	
<u>Buildable Lots</u> - Greater of: 1. Court costs of the tax foreclosure case or 2. 40% of the current year MCAD appraised value <u>Non-Buildable Lots</u> - Greater of: 1. Court costs of the tax foreclosure case or 2. 25% of the current year MCAD appraised value	<u>Buildable Lots</u> - Lesser of: 1. 40% of current MCAD value or 2. The adjudged value or 3. Court costs <u>Non-Buildable Lots</u> - Lesser of: 1. 25% of current MCAD value or 2. The adjudged value or 3. Court costs
<u>BID SALE PROGRAM</u>	
<u>Buildable Lots</u> - Greater of: 1. Court costs of the tax foreclosure case or 2. 40% current year MCAD appraised value <u>Non-Buildable Lots</u> - Greater of: 1. Court costs of the tax foreclosure case or 2. 25% current year MCAD appraised value	The Minimum Bid will be determined as follows: 1. First Sale: 40% of MCAD Value or direct sale price whichever is less; 2. Second Sale: 15% of MCAD Value; 3. Third Sale: 5% of MCAD Value; and 4. Fourth Sale: \$10.00
<u>CONSTABLE RE-SALE PROGRAM</u>	
<u>Buildable Lots</u> - Greater of: 1. Court costs of the tax foreclosure case or 2. 40% current year MCAD appraised value <u>Non-Buildable Lots</u> - Greater of: 1. Court costs of the tax foreclosure case or 2. 25% current year MCAD appraised value	The Minimum Bid will be determined as follows: 1. First Sale: 40% of MCAD Value or whichever is less; 2. Second Sale: 15% of MCAD Value; 3. Third Sale: 5% of MCAD Value; and 4. Fourth Sale: \$10.00 Authorization for Property Manager to remove properties from the Re-Sale Program after it has been through one constable sale.

STATE OF TEXAS § AMENDED MEMORANDUM OF
 § UNDERSTANDING BETWEEN THE CITY OF
COUNTY OF § WACO, TEXAS, MCLENNAN COUNTY, AND
McLENNAN WACO INDEPENDENT SCHOOL DISTRICT

This Amended Memorandum of Understanding (“MOU”) is made between the City of Waco, a Texas home rule municipality (“CITY”), McLennan County, Texas, (“COUNTY”) a county governmental entity, and Waco Independent School District (“WISD”), a school district created under the laws of the state of Texas, pursuant to the authorities granted by Texas Government Code Chapter 791, Interlocal Cooperation Act.

For and in consideration of the promises and covenants herein, CITY, COUNTY, and WISD agree as follows:

1. PURPOSE

At a tax foreclosure sale of real property, the property may be bid off to the taxing entity that requested the sale if a bid sufficient under Section 34.01 of the Property Tax Code is not received. Each taxing entity that is a party to the judgment against a property may agree to have tax foreclosed property bid off to one of the entities. The purpose of this MOU is to set forth the agreement of CITY, COUNTY, and WISD (hereafter referred to collectively as “Taxing Entities”) with respect to the management, maintenance, and sale of property that has been bid off as a result of a foreclosure of the taxes owed to the Taxing Entities. Said properties shall be referred to as “Properties” or “Property.”

2. DEFINITIONS

- A. **Adjudged Value:** The market value set by the court in the tax foreclosure lawsuit on the date of trial.
- B. **Affordable Housing Development by a CHDO Program:** Properties that Certified Community Housing Development Organizations (CHDOs) may purchase for the development of quality affordable housing for a low- to moderate- income owner occupied residence.
- C. **Bid Sale Program:** Properties that are sold through a competitive bid process.
- D. **Constable Tax-resale Program:** Properties that are placed on McLennan County Constable public auction process in accordance with Section 34.05 of the Texas Tax Code.
- E. **Court Costs:** The costs charged by the court for the tax foreclosure suit.
- F. **Direct Sale Program:** Properties that are sold directly to a buyer.
- G. **MCAD:** McLennan County Appraisal District.
- H. **Minimum Bid:** The lowest acceptable price set for the property
- I. **Non-Buildable Property:** Narrow strips of land, or land that because of its shape, lack of access to public roads or utilities, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances as determined by the City’s Planning Department.

- J. Targeted Housing Development Program:** Properties located in non-CDBG areas or in North and East Waco as shown on the attached map that may be held for a period of two years by the City for affordable, single-family or multi-family housing development by the City on its behalf or on behalf of a Qualified Builder through a request for proposal process.
- K. Qualified Builder:** A builder who registers with the City of Waco's housing department as an affordable housing builder.

3. TERM

This Amended MOU shall be effective commencing October 1, 2017, and ending September 30, 2020, ("the Initial Term") unless otherwise terminated earlier or extended as stated in this MOU.

4. DESIGNATION OF CITY FOR BID OFF

COUNTY and WISD designate the CITY as the taxing unit to which PROPERTY is bid off as a result of a foreclosure of the taxes owed to the Taxing Entities. The CITY takes title to the property for the use and benefit of itself, COUNTY, and WISD.

If a bid sufficient under Section 34.01 of the Property Tax Code is not received, the CITY, at its sole discretion, may terminate a sale prior to bid off if such property is deemed by CITY to be economically infeasible to administer due to various issues including, but not limited to, environmental hazards, high demolition costs, safety issues, or health risks.

5. SCOPE OF SERVICES

The CITY shall (1) maintain, preserve, and safe keep the Property; (2) market the Property for sale; and (3) sell the Property in accordance with state law, the MOU, and City of Waco Sale of City-Owned Property Policy, as may hereafter be amended.

6. SALES PROGRAMS

Upon receiving the tax foreclosed property, the CITY will send the list and a property location map of the Properties to all of the Taxing Entities who were a party to the tax foreclosed lawsuit to determine if the taxing entity would like to purchase the property for its governmental use ("Taxing Entities Purchase Program"). Taxing Entities will have 60 days to determine if the taxing entity would like to purchase the Property.

For properties purchased under the Taxing Entities Purchase Program, the Taxing Entities shall send a check payable to the City of Waco for disbursement and a description of the governmental use. Although a taxing entity may express an interest in a Property during the 60-day time period, the Property will not be transferred to the taxing entity until after the expiration of the redemptive period established by state law.

If not purchased under the Taxing Entities Purchase Program, the Property will then be available for the Targeted Housing Development Program, and then if the Property has not been placed in the Targeted Housing Development Program, it will be offered for sale in the Affordable Housing Development by a CHDO Program. If not purchased under the above programs, the City will offer the Property for sale under the Direct Sale, Bid Sale, or Constable Tax-resale programs.

Properties may be sold under an alternative processes and prices subject to the agreement of the Taxing Entities.

7. SALES PRICE OF PROPERTY AND TIMELINE

The CITY shall sell the Property for no less than the minimum price established below:

Sales Program	Minimum Sales Price	Time Period for Consideration from the date of list sent to taxing entities
Taxing Entities Purchase	\$10.00 and governmental use	60 days
Targeted Housing Development	Sold by a Request for Proposal. The bid must contain the greater of \$500.00 or court costs and a proposed development plan.	Day 61 – Day 90
Affordable Housing Development by a CHDO	Greater of \$500.00 or court costs with a reverter clause conditioned upon the completion of the house within 2 years	Day 91 – Day 120
Direct Sale of Non-Buildable Property	Lesser of: 1) the adjudged value; 2) 25% of MCAD value; or 3) the court costs.	Beginning on Day 121
Direct Sale of Buildable Property	Lesser of: 1) the adjudged value; 2) 40% of MCAD value; or 3) the court costs.	Beginning on Day 121
Bid Sale	1) First Sale: 40% of MCAD value or Direct Sale price, whichever is less; 2) Second Sale: 15% of MCAD value; 3) Third Sale: 5% of MCAD value; 4) Fourth Sale: \$10.00	Beginning on Day 121

Constable Tax-resale	1) First Sale -- 40% of MCAD value or Direct Sale price, whichever is less; 2) Second Sale --15% of MCAD value; 3) Third Sale --5% of MCAD Value; 4) Fourth Sale -- \$10.00	Beginning on Day 121
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The City may at its discretion:

- 1) increase the minimum sales price to include costs of surveys or appraisals;
- 2) increase the minimum sales price after considering the higher market value;
- 3) for constable re-sales or bid sales, use the pricing for the second sale if the Property has been in the inventory of the City two or more years from the date of the recording of the deed transferring the Property to the City as trustee;
- 3) require a development agreement with the purchaser; and/or
- 4) retain any necessary easements.

Although a buyer may express an interest in a Property during the above-listed time periods, the Property will not be transferred to the buyer until after the expiration of the redemptive period established by state law.

8. Approval of Sale by Taxing Entities

If the Property is sold pursuant to this Agreement, the conveyance of the Property shall occur upon execution of the deed after approval of the sale by the City Council for the City of Waco in an open public meeting. Without any further approval, the COUNTY and WISD authorize the City Manager for the City of Waco to execute the tax resale deed on their behalf.

9. DISBURSEMENT OF SALE PROCEEDS

Once a sale has been approved by each of the Taxing Entities, the CITY, or in the instance of a Constable's Resale the Constable and the District Clerk, shall prepare and approve check requests to disburse sale proceeds in the following priority until the proceeds are exhausted:

1. Costs of advertising the tax sale, paid to CITY, through its tax attorney;
2. Any fees ordered by the judgment to be paid to an appointed attorney ad litem, paid to the attorney ad litem through the district clerk;
3. Costs expended by the CITY in maintaining, safekeeping, and preserving the Property after the Property is bid off to the CITY, including mowing and demolition costs, paid to the CITY;
4. Original court costs, paid to the clerk of the court;
5. Fees and commissions payable to the officer conducting the sale paid to the Sheriff's Office;
6. Expenses incurred by a taxing unit in determining necessary parties and in procuring necessary legal descriptions of the property if those expenses

were awarded to the taxing unit by the judgment, paid to CITY, through its tax attorney;

7. Taxes, penalties, interest, and attorney's fees that are due under the judgment, paid to taxing entity to who it is owed;
8. Any other amount awarded to a taxing unit under the judgment, paid to that taxing entity; and
9. Remainder distributed among Taxing Entities prorated according to their taxes.

10. RENEWAL

After the initial term, this MOU will renew for subsequent one year terms unless terminated by one of the Taxing Entities.

11. TERMINATION

After the initial term, a party may terminate this MOU by giving the other parties notice on or before May 30 of any given year; termination of the MOU shall be as of September 30th of the year in which a timely notice of termination is given.

12. RESPONSIBILITY FOR NEGLIGENT CONDUCT

The CITY, COUNTY, and WISD, including their respective employees and elected officials, agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this MOU, without waiving any governmental immunity available to CITY, COUNTY, and WISD under Texas and other applicable laws, and without waiving any available defenses under Texas and other applicable laws. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

13. INSURANCE

CITY, COUNTY, and WISD agree that they will at all times during the term of this MOU maintain in full force and effect insurance, or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. It is expressly agreed that CITY, COUNTY, and WISD will be solely responsible for all cost of their respective insurance or self insurance and solely responsible for any and all deductible amounts in any policy.

14. NOTICE

Any notice or certification required or permitted to be delivered under this MOU shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

COUNTY
County Judge
501 Washington Ave.
Waco, TX 76701

CITY OF WACO
City Manager
P.O. Box 2570
Waco, TX 76702

WISD
Superintendent
P.O. Box 27
Waco, TX 76703

15. ENTIRE MOU AND AMENDMENT

This MOU constitutes the entire MOU between the parties and supersedes any other MOUs concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of this MOU shall be effective unless mutually agreed upon in writing and executed by the parties.

16. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This MOU may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this MOU shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this MOU.

17. SEVERABILITY

If any provision of this MOU is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity or any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

18. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained in this MOU, the obligations of CITY, COUNTY, and WISD under this MOU are expressly contingent upon the availability of funding for each item and obligation for the term of the MOU and any pertinent extensions. Neither party shall have a right of action against the other in the event the other party is unable to fulfill its obligations under this MOU as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this MOU or failure to budget or authorize funding for this MOU during the current or future fiscal years.

19. IMMUNITY

This MOU is expressly made subject to CITY, COUNTY, and WISD's governmental immunity, including, without limitation, Title 5 of the Texas Civil Remedies Code and all applicable state and federal Laws. The parties expressly agree that no provision of this MOU is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that CITY, COUNTY, and WISD has by operation of law, or otherwise. Nothing in this MOU is intended to benefit any third party beneficiary. No term or provision of this MOU is intended to, or shall, create any rights in any person, firm, corporation or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

20. COMPLIANCE OF LAWS AND VENUE

Texas law shall govern this MOU and venue shall lie exclusively in a court of competent jurisdiction in McLennan County, Texas.

21. RELATIONSHIP OF PARTIES

CITY is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of COUNTY or WISD. COUNTY is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of CITY or WISD. WISD is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of CITY or COUNTY. CITY, COUNTY, and WISD agree and acknowledge that each entity shall be responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this MOU.

22. SIGNATORY WARRANTY

CITY, COUNTY, and WISD represent that each has the full right, power and authority to enter and perform this MOU in accordance with all of the terms and conditions, and that the execution and delivery of MOU have been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this MOU.

23. ASSIGNMENT

Neither party may assign their interest in this MOU without the written permission of the other party.

EXECUTED THIS _____ DAY OF _____ 2017.

MCLENNAN COUNTY:

CITY OF WACO:

BY: _____

BY: Dale A. Fisseler, P.E.
City Manager

WACO INDEPENDENT SCHOOL DISTRICT:

BY: Dr. Marcus Nelson,
Superintendent

Waco Independent School District
Board of Trustees Meeting Agenda Item

Date: December 7/14, 2017

Contact Person: Kyle DeBeer

RE: Discussion and possible action to approve BED (LOCAL) update

=====

Background Information:

The proposed revisions to BED(LOCAL) are prompted by legislation passed during the 85th Session of the Texas Legislature. The update would eliminate the audience for guests during the workshop meeting. The policy will continue to provide for a designated public comment period at regular meetings and allow for public comment at other times as requested by the presiding officer.

Fiscal Implications:

None

Administration Recommendations:

The Administration recommends that the Board of Trustees approve the proposed revisions to Board Policy BED(LOCAL).

PROPOSED REVISIONS

Limit on Participation

Audience participation at a Board meeting is limited to the ~~agenda comment or~~ public comment portion of the meeting that has been designated for that purpose. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.

~~Agenda Comment~~

~~At the workshop meeting on the third Thursday of each month, the Board shall allot 30 minutes to hear persons who wish to make comments to the Board regarding topics that appear on the agenda for that meeting and are posted for possible action at the regular meeting scheduled for the following week. Persons who wish to participate in this portion of the meeting shall sign up with the presiding officer or designee before the meeting begins and shall indicate the agenda topic about which they wish to speak.~~

~~No presentation shall exceed three minutes. Delegations of more than five persons shall appoint one person to present their views before the Board.~~

Public Comment

~~At the regular business meeting on the fourth Thursday of each month,~~ At regular meetings the Board shall allot 30 minutes to hear persons who desire to make comments to the Board. ~~on matters of general concern.~~ Persons who wish to participate in this portion of the meeting shall sign up with the presiding officer or designee before the meeting begins and shall indicate the topic about which they wish to speak, ~~regardless of whether the topic is on the agenda for that meeting.~~

No presentation shall exceed three minutes. Delegations of more than five persons shall appoint one person to present their views before the Board.

Board's Response

The Board shall ~~may~~ not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting; however, the presiding officer may provide specific factual information or direct the speaker to a relevant existing policy.

Complaints and Concerns

The presiding officer or designee shall determine whether a person addressing the Board has attempted to solve a matter administratively through resolution channels established by policy. If not, the person shall be referred to the appropriate policy (see list below) to seek resolution:

Employee complaints: DGBA

Student or parent complaints: FNG

Public complaints: GF

Disruption

The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any person continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the person removed from the meeting.

Waco Independent School District

Board of Trustee Workshop Agenda Item

Date: December 7/14, 2017

Contact Person: Elaine Botello

RE: Discussion and possible action to approve Early Notice of Resignation Incentive Option

=====

Background Information:

The early notice of resignation incentive option was initially approved by the Board in January 2007. This option was created to forecast future vacancies for the upcoming school year, hire quality applicants early, and to encourage improved attendance of teachers who were planning to resign and/or retire. In return for complying with the early notification deadline, the District pays teachers \$50 per day for up to 20 days of unused sick leave. For example, a teacher leaving at the end of the year and who has complied with the notification deadline could receive up to \$1000 at the end of the year.

Administration would like to continue to offer teachers, professional, and administrators the option to take advantage of the early notice of resignation option if they intend to resign and/or retire at the end of the 2017-2018 school year. Written notification of the employee's resignation /retirement must be received in Human Resources no later than Friday, March 16, 2018, and the employee must complete their annual contract term to receive the incentive. If an employee resigns or retires, receives the early resignation incentive, and returns to employment with Waco ISD at the beginning at the 2018-2019 school year, the employee must return the incentive money to the district.

The early notice of resignation incentive option will not be extended to non-exempt staff such as instructional aides or paraprofessionals.

The cost per year to implement the early notice of resignation incentive plan depends on the number of employees taking advantage of this incentive and the number of unused days the employee has remaining at the end of the school year. Last year 44 teachers took advantage of the early resignation incentive option. The district paid out \$6.850. The early resignation incentive option also contributes to cost avoidance since the teachers (who are planning to resign/retire) are at work which eliminates the need for a substitute teacher which cost the district \$95 to \$145 a day.

Fiscal Implications:

Included in the 2017-2018 budget.

Administrative Recommendations:

Administration is recommending the continuation of the early resignation incentive option for teachers, professionals, and administrators with a deadline notification date of Friday, March 16, 2018.